

EXHIBIT No. 1

ENTECH

COAL • OIL • TECHNOLOGY



April 25, 2001

Westmoreland Coal Company
2 N. Cascade Avenue
14th Floor
Colorado Springs, CO 80903

Westmoreland Mining LLC
P.O. Box 7137
490 North 31st Street
Suite 308
Billings, MT 59103-7137

Re: Stock Purchase Agreement dated September 15, 2000 ("Stock Purchase Agreement") by and between Entech, Inc. ("Entech") and Westmoreland Coal Company ("Westmoreland Coal") which has partially assigned its interests under the Stock Purchase Agreement to Westmoreland Mining LLC, (which together with Westmoreland Coal is referred to collectively, "Westmoreland") (capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Stock Purchase Agreement)

This letter agreement will confirm the agreement of Entech and Westmoreland to an adjustment to the Purchase Price payable by Westmoreland to Entech at Closing, which adjustment relates to the post-Closing Purchase Price adjustment set forth in Section 1.04 of the Stock Purchase Agreement.

Entech and Westmoreland hereby agree that, at this time, after a preliminary estimate, the combined total of the Net Asset Value and Net Revenue Amount to be calculated pursuant to the procedures set forth in Section 1.04(c) and (d) of the Stock Purchase Agreement is anticipated to be at least \$5,000,000.

Pursuant to Section 1.04 of the Stock Purchase Agreement, a Closing Date Certificate is to be prepared post-Closing. Upon the request of Westmoreland, and in order to facilitate the Closing, Entech and Westmoreland hereby agree to an adjustment to the Purchase Price payable at Closing of \$5,000,000 ("the \$5 Million Adjustment"). In this regard, Entech and Westmoreland hereby agree as follows:

1. The Purchase Price to be paid by Westmoreland to Entech by wire transfer at Closing will be \$133,000,000 as opposed to the \$138,000,000 amount set forth in Section 1.02 of the Stock Purchase Agreement
2. Entech will be credited with interest on the \$5 Million Adjustment (the "Carrying Charge"). The Carrying Charge interest shall be calculated in the manner set forth in Section 1.04(f) of the Stock Purchase Agreement, including the provision that interest will be based on the actual number of days elapsed from the Closing Date to the date of payment, and the date of payment for this purpose shall be

the date of payment of the post-closing Purchase Price adjustment pursuant to Section 1.04.

3. The Closing Date Certificate shall be prepared in accordance with Section 1.04 of the Stock Purchase Agreement; provided that the last step in the preparation of the Closing Date Certificate shall be to credit Entech with both a) the \$5 Million Adjustment, and b) the Carrying Charge.

Entech and Westmoreland hereby agree that all other provisions of the Stock Purchase Agreement remain unchanged as a result of this letter agreement, and except for the matters specifically set forth herein, nothing contained in this letter agreement amends or supercedes the Stock Purchase Agreement in any respect.

If the foregoing accurately reflects our understanding and agreement, please execute four originals of this letter agreement and return two of them to the undersigned.

Very truly yours,

ENTECH, INC.

By: [Signature]

Title: Vice Pres & CFO

AGREED TO AND ACCEPTED this ____ day of
April, 2001

WESTMORELAND COAL COMPANY

By: _____

Title: _____

WESTMORELAND MINING LLC

By: _____

Title: _____

the date of payment of the post-closing Purchase Price adjustment pursuant to Section 1.04.

3. The Closing Date Certificate shall be prepared in accordance with Section 1.04 of the Stock Purchase Agreement; provided that the last step in the preparation of the Closing Date Certificate shall be to credit Entech with both a) the \$5 Million Adjustment, and b) the Carrying Charge.

Entech and Westmoreland hereby agree that all other provisions of the Stock Purchase Agreement remain unchanged as a result of this letter agreement, and except for the matters specifically set forth herein, nothing contained in this letter agreement amends or supercedes the Stock Purchase Agreement in any respect.

If the foregoing accurately reflects our understanding and agreement, please execute four originals of this letter agreement and return two of them to the undersigned.

Very truly yours,

ENTECH, INC.

By: J. Pledson
Title: Vice Pres & CFO

AGREED TO AND ACCEPTED this 30th day of
April, 2001

WESTMORELAND COAL COMPANY

By: [Signature]
Title: Vice President

WESTMORELAND MINING LLC

By: [Signature]
Title: President